Insurance Company

Company Tracking Number: 08-0782-AR1

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: 08-0782-AR1

Project Name/Number: Independent Forms/08-0782-AR1

Filing at a Glance

Company: Pennsylvania Manufacturers' Association Insurance Company

Product Name: 08-0782-AR1 SERFF Tr Num: STLR-125836263 State: Arkansas

TOI: 09.0 Inland Marine SERFF Status: Closed State Tr Num: EFT \$50

Sub-TOI: 09.0005 Other Commercial Inland Co Tr Num: 08-0782-AR1 State Status: Fees verified and

Marine received

Filing Type: Form Co Status: Reviewer(s): Betty Montesi,

Llyweyia Rawlins

Author: Sharon Ellison Disposition Date: 09/30/2008

Date Submitted: 09/29/2008 Disposition Status: Approved

Effective Date Requested (New): 11/01/2008 Effective Date (New): 11/01/2008

11/01/2008

State Filing Description:

General Information

Project Name: Independent Forms

Status of Filing in Domicile:

Project Number: 08-0782-AR1

Domicile Status Comments:

Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:

Filing Status Changed: 09/30/2008

State Status Changed: 09/30/2008 Deemer Date:

Corresponding Filing Tracking Number: 08-0782-AR1B (Drawer Filing)

Filing Description:

The PMA Insurance Group is submitting our Leased Premises Property Insurance Program forms for your review. This submission includes copies of the program coverage forms, endorsments and transmittals, if applicable. Our company exception pages, CM-LPPIE-1 through 6 (Ed. 09 08), are filed as Drawer filing under company filing number 08-0782-AR1b.

SERFF Tracking Number: STLR-125836263 State: Arkansas
Filing Company: Pennsylvania Manufacturers' Association State Tracking Number: EFT \$50

Insurance Company

Company Tracking Number: 08-0782-AR1

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: 08-0782-AR1

Project Name/Number: Independent Forms/08-0782-AR1

This program has been developed to meet the interests of owners of self storage facilities. These coverages are designed to protect the owner from liability arising during the course of self-storage business operations when they may be required or alleged to have care, custody or legal responsibility for the property of customers by using a simplified coverage form, rates tied directly to the value of insured property.

This approach has been developed based on information provided by facility owners. Coverage considerations have been included in this program and are detailed in the exception pages. This program is designed to complement a standard commercial package insurance product offered to owners of self-storage facilities.

We do not have our own premium or loss experience to support our chosen rate levels, rather we have considered the exposure, reviewed competitor information, and relied on our underwriting judgment to determine our rates. In addition to covering company expenses, the base rates selected cover risk exposures and justifies any necessary claims analysis. We will review the results of our experience when it becomes available, and file adjustments as warranted. Competitors include:

Filing Company Line of Business Product Name

American Bankers Ins. Co. of Florida Inland Marine Self-Storage Voyager Property & Casualty Ins. Co. Inland Marine Self-Storage American Property & Liability Ins. Co. Inland Marine Self-Storage Republic Western Ins. Co. Inland Marine Self-Storage

This Leased Premises Property Insurance Program will be a combination of Insurance Services Offices forms and Company independent forms. Refer to ISO forms portfolio for edition dates. Approved ISO forms will be included as outlined below as well as all applicable state mandatory forms.

IL 00 17 Common Policy Conditions
IL 09 35 Exclusion of Certain Computer-Related Losses
IL 09 52 Cap On Losses From Certified Acts Of Terrorism
CM 00 01 Commercial Inland Marine Conditions

Insurance Company

Company Tracking Number: 08-0782-AR1

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: 08-0782-AR1

Project Name/Number: Independent Forms/08-0782-AR1

Forms

PIM DS 02 09 08 Common Policy Declarations Commercial Inland Marine

PIM DS 85 09 08 Leased Premises Property Coverage Declarations

PIM 00 85 09 08 Leased Premises Property Coverage Form

PIM 85 01 09 08 Rodent Damage Coverage Endorsement

PIM 85 02 09 08 Burglary or Holdup Reduced Plan Endorsement

PIM 85 03 09 08 Replacement Cost Settlement Endorsement

PIM 85 04 09 08 Fire Legal Liability Coverage Endorsement

PIM 85 05 09 08 Windstorm, Tornado, Hurricane or Hail Exclusion

PIM 85 06 09 08 Earthquake, Volcanic Eruption or Landslide Exclusion

PIM 85 07 09 08 Continuous Policy Endorsement

CPJ CM 09 08 Commercial Inland Marine Policy Jacket

CPD3 (03 90) Designation of Premises Schedule

IH 99 08 07 99 Value Reporting Form

Most of the forms submitted with this filing have hard brackets ([]) around our company name. This is to alleviate the need to revise our forms if, in the future, we file these same forms with your Department for use with our other licensed companies (Pennsylvania Manufacturers Indemnity Company and/or Manufacturers Alliance Insurance Company). The names of our licensed companies is the only text that will be used within these brackets.

Company and Contact

Filing Contact Information

Sharon Ellison, Sr. Regulatory Analyst Sharon_Ellison@pmagroup.com

380 Sentry Parkway (610) 397-5356 [Phone] Blue Bell, PA 19422-0754 (610) 397-5100[FAX]

Filing Company Information

Pennsylvania Manufacturers' Association CoCode: 12262 State of Domicile: Pennsylvania

SERFF Tracking Number: STLR-125836263 State: Arkansas

Filing Company: Pennsylvania Manufacturers' Association

State Tracking Number:

EFT \$50

Insurance Company

Company Tracking Number: 08-0782-AR1

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: 08-0782-AR1

Project Name/Number: Independent Forms/08-0782-AR1

Insurance Company

380 Sentry Parkway Group Code: 767 Company Type:

P. O. Box 3031

Blue Bell, PA 19422-0754 Group Name: State ID Number:

(610) 397-5462 ext. [Phone] FEIN Number: 23-1642962

Insurance Company

Company Tracking Number: 08-0782-AR1

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: 08-0782-AR1

Project Name/Number: Independent Forms/08-0782-AR1

Filing Fees

Fee Required? Yes

Fee Amount: \$50.00

Retaliatory? No

Fee Explanation: \$50.00 for each filing

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Pennsylvania Manufacturers' Association \$50.00 09/29/2008 22803569

Insurance Company

Insurance Company

Company Tracking Number: 08-0782-AR1

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: 08-0782-AR1

Project Name/Number: Independent Forms/08-0782-AR1

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	09/30/2008	09/30/2008

Insurance Company

Company Tracking Number: 08-0782-AR1

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: 08-0782-AR1

Project Name/Number: Independent Forms/08-0782-AR1

Disposition

Disposition Date: 09/30/2008

Effective Date (New): 11/01/2008

Effective Date (Renewal): 11/01/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

Insurance Company

Company Tracking Number: 08-0782-AR1

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: 08-0782-AR1

Project Name/Number: Independent Forms/08-0782-AR1

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	^{&} Approved	Yes
Supporting Document	Dec Pages and Policy Jacket	Approved	Yes
Form	Value Reporting Form	Approved	Yes
Form	Amendatory Changes	Approved	Yes
Form	Leased Premises Property Coverage Form	Approved	Yes
Form	Rodent Damage Coverage Endorsement	Approved	Yes
Form	Burglary or Holdup Reduced Plan Endorsement	Approved	Yes
Form	Replacement Cost Settlement Endorsement	Approved	Yes
Form	Fire Legal Liability Coverage Endorsement	Approved	Yes
Form	Earthquake, Volcanic Eruption or Landslide Exclusion	Approved	Yes
Form	Continuous Policy Endorsement	Approved	Yes
Form	Windstorm, Tornado, Hurricane or Hail Exclusion	Approved	Yes

Insurance Company

Company Tracking Number: 08-0782-AR1

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: 08-0782-AR1

Project Name/Number: Independent Forms/08-0782-AR1

Form Schedule

Review	Form Name	Form #	Edition	Form Type Action	Action Specific	Readability	Attachment
Status			Date		Data		
Approved	Value Reporting	IH 99 08	07 99	Endorseme New		0.00	IH 99 08
	Form			nt/Amendm			Value
				ent/Conditi			Reporting
				ons			Form.pdf
Approved	Amendatory	PIL 02 12	08 04	Endorseme New		0.00	PIL 02 12
	Changes			nt/Amendm			Amendatory
				ent/Conditi ons			Changes.pdf
Approved	Leased Premises	PIM OO 85	5 00 08	Policy/CoveNew		0.00	PIM 00 85
пррисс	Property	71 1101 00 00	03 00	rage Form		0.00	Leased
	Coverage Form			rage i omi			Premises
	Ooverage i oiiii						Property
							Coverage
							Form.pdf
Approved	Rodent Damage	DIM 85 01	00.09	Endorseme New		0.00	PIM 85 01
Арргочса	Coverage	1 1101 00 01	09 00	nt/Amendm		0.00	Rodent
	Endorsement			ent/Conditi			Damage
	Lildorsement			ons			Coverage
				Olis			Endorsemen
							t.pdf
Approved	Burglary or	PIM 85 02	00.00	Endorseme New		0.00	PIM 85 02
Approved	Holdup Reduced	F IIVI OJ UZ	. 09 00	nt/Amendm		0.00	Burglary or
	Plan			ent/Conditi			Holdup
	Endorsement						Reduced
	Endorsement			ons			Plan
							Endorsemen
A	Damlasamant	DIM OF OO		En dovo o ma o Novy		0.00	t.pdf
Approved	Replacement	PIM 85 03	90908	Endorseme New		0.00	PIM 85 03
	Cost Settlement			nt/Amendm			Replacemen
	Endorsement			ent/Conditi			t Cost
				ons			Settlement
							Endorsemen

Insurance Company

Company Tracking Number: 08-0782-AR1

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: 08-0782-AR1

Project Name/Number: Independent Forms/08-0782-AR1

Project Name/	Number: Indepe	ndent Forms/08-0782-AR1			
					t.pdf
Approved	Fire Legal Liability Coverag Endorsement	PIM 85 04 09 08 e	Endorseme New nt/Amendm ent/Conditi ons	0.00	PIM 85 04 Fire Legal Liability Coverage Endorsemen t.pdf
Approved	Earthquake, Volcanic Eruption or Landslide Exclusion	PIM 85 06 09 08 1	Endorseme New nt/Amendm ent/Conditi ons	0.00	PIM 85 06 Earthquake, Volcanic Eruption or Landslide Exclupdf
Approved	Continuous Policy Endorsement	PIM 85 07 09 08	Endorseme New nt/Amendm ent/Conditi ons	0.00	PIM 85 07 Continuous Policy Endorsemen t.pdf
Approved	Windstorm, Tornado, Hurricane or Hail Exclusion	PIM 85 05 09 08	Endorseme New nt/Amendm ent/Conditi ons	0.00	PIM 85 05 Windstorm, Tornado, Hurricane or Hail Exclusion.pd f

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VALUE REPORTING FORM

This endorsement modifies insurance provided under this policy.

One or more of the following symbols will be shown in the Declarations in place of a Coinsurance percentage: DR, WR, MR, QR, PR. For an explanation of these symbols, refer to "Reporting Period" under Section **D**. Definitions

A. Coverage

The following is added to Property Not Covered. Covered Property does not include property at fairs or exhibitions.

B. Reporting

For Covered Property to which this endorsement applies:

1. Reports Of Values

- a. You must file a report with us following each "reporting period" and at expiration, in accordance with Paragraph b. or c. below, showing the values of Covered Property separately at each location. Each report must show the values that existed on the dates required by the "reporting period"; these dates are the report dates.
- b. If this policy is a renewal of a value reporting form policy we previously issued, you must file a report with us within 30 days of the end of each "reporting period" and at expiration.
- **c.** If coverage was not previously issued by us on a value reporting form basis and:
 - (1) Reporting Period symbol DR (Daily), WR (Weekly) or MR (Monthly) is shown in the Declarations, you must:
 - (a) File the first report with us within 60 days of the end of the first "reporting period";
 - (b) File the second report with us within 30 days of the end of the second "reporting period", concurrent with submission of the first report; and
 - (c) File each subsequent report with us within 30 days of the end of each subsequent "reporting period" and at expiration.

- (2) Reporting Period symbol QR (Quarterly) is shown in the Declarations and the inception date of the policy falls in March, June, September or December, you must:
 - (a) File the first report with us within 60 days of the end of the first "reporting period"; and
 - (b) File each subsequent report with us within 30 days of the end of each subsequent "reporting period" and at expiration.
- (3) Reporting Period symbol QR (Quarterly) is shown in the Declarations and the inception date of the policy does not fall in March, June, September or December, you must file a report with us within 30 days of the end of each "reporting period" and at expiration.
- (4) Reporting Period symbol PR (Policy Year) is shown in the Declarations, you must file a report with us within 30 days of the end of each "reporting period" and at expiration.
- **d.** You may not correct inaccurate reports after loss or damage.

2. Full Reporting

The following Coinsurance provision applies and replaces any Coinsurance provision in the Coverage Form if the Coverage Form contains a coinsurance provision:

COINSURANCE

If your report of values for a location where loss or damage occurs, for the last "reporting period" before loss or damage, shows less than the full value of the Covered Property at that location on the report date, we will pay only a proportion of the loss. The proportion of loss payable, prior to application of the deductible, will not be greater than:

 The values you reported for the location where the loss or damage occurred, divided by;

b. The value of the Covered Property at that location on the report dates.

For locations you acquire after the last report of values, we will not pay a greater proportion of loss, prior to the application of the deductible, than the proportion determined by the values you reported for all locations, divided by the value of Covered Property at that location on the report dates.

Example of Underreporting

Values reported: \$ 90,000

Actual values on the report dates were: \$ 120,000

Deductible: \$ 500

Amount of loss: \$ 60,000

Step a: \$90,000÷ \$120,000 = .75

Step b: .75 x \$60,000 = \$45,000

Step c: \$45,000 - \$500 = \$44,500

The most we will pay is \$44,500. The remaining

\$15,500 is not covered.

3. Reports In Excess Of Limit Of Insurance

If you report values of Covered Property that exceed the Limit of Insurance:

- **a.** We will determine final premium based on all the values you report; and
- **b.** In the event of loss or damage, we will not pay more than the Limit of Insurance applicable to the Covered Property.

4. Failure To Submit Reports

If at the time of loss or damage you have failed to submit:

- **a.** The first required report of values:
 - (1) We will not pay more than 75% of the amount we would otherwise have paid; and
 - (2) We will only pay for loss or damage at locations shown in the Declarations.
- **b.** Any required report of values after the first required report:
 - (1) We will not pay more for loss or damage at any location than the amount we would have paid based on the values you last reported for that location; and

(2) We will only pay for loss or damage at locations reported in your last report filed before the loss.

C. Premium Adjustment

For Covered Property to which this endorsement applies:

- The premium charged at the inception of each policy year is a deposit premium. Additional premiums are due as premiums previously deposited are exhausted. We will determine the final premium for this insurance after the policy year, or expiration, based on the average of your reports of value.
- Based on the difference between the advance premium and the final premium, for each policy year, we will:
 - a. Charge additional premium; or
 - b. Return excess premium.

D. Definitions

"Reporting Period" means the period of time for which new reports of value are due, as shown by a symbol in the Declarations. If the symbol is:

- **1.** DR (Daily), reports must show values as of each day; but the "reporting period" ends on the last day of the month.
- 2. WR (Weekly), reports must show values as of the last day of each week; but the "reporting period" ends on the last day of the month.
- **3.** MR (Monthly), reports must show values as of the last day of the month; and the "reporting period" ends on the last day of each month.
- **4.** QR (Quarterly), reports must show values as of the last day of each month; but the "reporting period" ends on the last day of:
 - a. March;
 - **b.** June;
 - c. September; and
 - d. December.
- **5.** PR (Policy Year), reports must show values as of the last day of each month; but the "reporting period" ends on the policy anniversary date.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY CHANGES

This endorsement is added to "your" policy to clarify that your insurer is a Stock Insurance Company.

LEASED PREMISES PROPERTY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section \mathbf{F} – **Definitions**.

A. COVERAGE

1. Insuring Agreement

We will pay for direct physical loss of or damage to Covered Property from any of the Covered Causes of Loss.

2. Covered Property

Covered Property, as used in this Coverage Form, means personal property in a storage space at a scheduled premises or in transit, and your business personal property at a scheduled premises.

3. Property Not Covered

Covered Property does not include:

- **a.** Accounts, bills, currency, documents, records, deeds, evidences of debt, money, notes, securities or stamps;
- **b.** Animals, birds or fish;
- Furs, fur garments or garments trimmed with fur;
- **d.** Jewelry, watches and photographic equipment;
- e. Precious or semiprecious stones, bullion, gold, goldware, silver, silverware, and silver and gold plated ware, platinum or other precious metals or alloys;
- **f.** Contraband, or property in the course of illegal transportation or trade;
- **g.** Firearms;

PIM 00 85 09 08

h. Vehicles, Trailers or Watercraft stored in the open at a scheduled premises or in transit.

4. Covered Causes of Loss

Covered Causes of Loss means Direct Physical Loss or Damage to Property Covered caused by:

- a. Fire and lightning.
- b. Windstorm, hail, tornado, hurricane, explosion, sonic boom, aircraft, self-propelled missiles, spacecraft, vehicles, smoke, earthquake, volcanic eruption, landslide, sinkhole collapse, riot, strike or civil commotion.
- **c.** Falling objects, provided the building is first damaged by such falling objects, weight of ice, snow or sleet.
- d. Collapse of buildings or any part thereof.
- e. "Water damage" except as excluded under paragraph B. Exclusions, 1., d. Water Damage.
- f. Vandalism and malicious mischief.
- g. Certified act of terrorism.

5. Additional Coverages

a. Debris Removal

- (1) We will pay your expenses to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period.
- (2) The most we will pay under this Additional Coverage is 25% of
 - (a) The amount we pay for the direct physical loss or damage to Covered Property; plus
 - **(b)** The deductible in this policy applicable to that loss or damage.
- (3) This Additional Coverage does not apply to costs to:
 - (a) Extract "pollutants" from land or water; or
 - **(b)** Remove, restore or replace polluted land or water.

(4) Payment under this Additional Coverage will not increase the applicable Limit of Insurance.

b. Burglary or Holdup

Each storage space is provided coverage for "burglary" or "holdup." The most we will pay is equal to 100% of the limit of insurance for Property In Storage At A Scheduled Premises shown on the Leased Premises Property Coverage Declarations at any one storage space in any one occurrence shown on the Leased Premises Property Coverage Declarations.

Payment under this Additional Coverage will not increase the applicable Limit of Insurance.

c. Extra Expense

We will pay the actual and necessary Extra Expense you sustain due to direct physical loss of or damage to a storage space. The loss or damage must be caused by or result from a Covered Cause of Loss.

Extra Expense means necessary expenses you incur for rental of each substitute storage space required to temporarily replace a damaged storage space. Extra Expense cannot be incurred once the damaged storage space is repaired and made available for use.

The most we will pay under this Additional Coverage is 25% of the limit of insurance for business personal property in each storage space. Payment under this Additional Coverage will not increase the applicable Limit of Insurance.

d. Transit

We will pay for direct physical loss or damage to Covered Property while your Covered Property is in transit to or from a scheduled premises owned by you and within 100 miles of this scheduled premises owned by you caused by or resulting from the following:

- (1) fire;
- (2) collision;
- (3) upset or overturn of a motor vehicle or trailer upon which it is being

transported.

The most we will pay under this Additional Coverage is the Limit of Insurance shown on the Leased Premises Property Coverage Declarations.

e. Business Personal Property of the Named Insured

You may extend the insurance provided by this Coverage Form to apply to your Business Personal Property at a scheduled premises.

The most we will pay under this Additional Coverage is the Limit of Insurance shown on the Leased Premises Property Coverage Declarations.

B. EXCLUSIONS

 We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

a. Governmental Action

The seizure or destruction of personal property by order of a governmental authority; however, we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

b. Nuclear Hazard

- (1) Any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this Coverage Form.

c. War And Military Action

(1) War, including undeclared or civil war;

- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

d. Water Damage

Water damage caused directly or indirectly by flood, surface water, waves, tides, tidal waves, storm surge, overflow of any body of water, or their spray, all whether driven by wind or not. But we will pay for direct loss or damage caused by resulting fire, explosion or theft if these causes of loss would be covered under this Coverage Form.

Exclusions **B.1.a.** through **B.1.d.** apply whether or not the loss event results in widespread damage or affects a substantial area.

- 2. We will not pay for direct physical loss or damage caused by or resulting from any of the following:
 - a. Theft.

PIM 00 85 09 08

- **b.** Delay, loss of use, loss of market or any other consequential loss.
- **c.** Unexplained disappearance.
- d. Shortage found upon taking inventory.
- e. Dishonest or criminal act committed by:
 - You, any of your partners, employees, directors, trustees, or authorized representatives;
 - (2) A manager or a member if you are a limited liability company;
 - (3) Anyone else with an interest in the property, or their employees or authorized representatives; or
 - (4) Anyone else to whom the property is entrusted for any purpose.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

- This exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire or to acts of destruction by your employees. But theft by employees is not covered.
- f. Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the covered causes of loss. But if loss or damage by the covered cause of loss results, we will pay for the resulting damage, caused by the covered cause of loss.
- **g.** Processing or work upon the property.
 - But we will pay for direct loss or damage caused by resulting fire or explosion if these causes of loss would be covered under this Coverage Form.
- h. Artificially generated electrical current, including electric arching, that disturbs electrical devices, appliances or wires.
 - But if artificially generated electrical current results in fire, we will pay for the loss or damage caused by that fire.
- i. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- **j.** Unauthorized instructions to transfer property to any person or to any place.
- k. Neglect by you to use all reasonable means to save and preserve property from further damage at and after the time of loss.
- I. The cost to research, replace or restore converted data, programs or instructions used in any data processing operations, including the materials on which the data is recorded.
- 3. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for the loss or damage caused by that Covered Cause of Loss.
 - a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph 1. to produce the loss or damage.

- **b.** Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
- **c.** Wear and tear.
- d. Any quality in the property that causes it to damage or destroy itself, hidden or latent defect, gradual deterioration or mechanical breakdown.
- e. Insects
- f. Rodents
- g. Vermin and Birds.
- h. Mildew, fungus, wet or dry rot, atmospheric conditions and/or changes in temperature (freezing), breakage of glass or similar fragile articles, decay.
- i. Cigarettes or other smoking materials

C. Limits of Insurance

The most we will pay for direct physical loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

D. Deductible

We will not pay for loss or damage in any one occurrence until the amount of the adjusted loss or damage before applying the applicable Limit of Insurance exceeds the Deductible shown in the Declarations. We will then pay the amount of the adjusted loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.

E. Additional Conditions

 The following conditions apply in addition to the Commercial Inland Marine Conditions and the Common Policy Conditions:

a. Coverage Territory

We cover property wherever located within the United States of America (including its territories and possessions).

F. Definitions

"Burglary" means the act of stealing insured property by forcible entry into the securely locked leased premises provided there are visible marks of such forcible entry upon the exterior of the leased premises. The mere absence of a lock or padlock does not constitute visible marks of forcible entry.

"Holdup" means the act of stealing personal property by violence or threat of violence against You, or others to gain unlawful ingress into a storage space at a scheduled premises.

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

"Suit" includes an arbitration proceeding to which you must submit or submit with our consent.

"Water damage" means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

RODENT DAMAGE COVERAGE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

In consideration of the premium charged, the Leased Premises Property Coverage Form is amended as follows:

B. EXCLUSIONS, paragraph 3. f. is deleted.

BURGLARY OR HOLDUP REDUCED PLAN ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

In consideration of a reduced premium charged, the Leased Premises Property Coverage Form is amended as follows:

A. COVERAGE, 5. Additional Coverages, b. Burglary or Holdup, is deleted entirely and replaced by the following:

Each storage space is provided coverage for "burglary" or "holdup." The most we will pay is equal to 50% of the limit of insurance for Property In Storage At A Scheduled Premises at any one storage space in any one occurrence shown on the Leased Premises Property Coverage Declarations.

Payment under this Additional Coverage will not increase the applicable Limit of Insurance.

REPLACEMENT COST SETTLEMENT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

In consideration of the premium charged, COMMERCIAL INLAND MARINE CONDITIONS, CM 00 01, GENERAL CONDITIONS, F. Valuation is deleted in its entirety and replaced with the following:

- **A.** If replaced, the value of Covered Property will be the cost of replacing that property with similar property without depreciation, but not more than the Limit of Insurance shown in the Declarations.
- **B.** However, this provision will not apply to Covered Property described as one of the following:
 - Antiques, fine art or any item of rarity or antiquity that cannot be replaced;
 - **b.** Memorabilia, souvenirs, collectors items, items whose age or history contribute to their value:
 - **c.** Articles not maintained in good or workable condition;

d. Articles that are outdated or obsolete and are not being used.

Any loss to Covered Property described in **a., b., c.** or **d.** above, or to Covered Property if not replaced, the value of that property will be the least of the following:

- **1.** Actual cash value of that property;
- Cost of reasonably restoring that property to its condition immediately before loss or damage; or
- **3.** Cost of replacing that property with functionally equivalent property.
- **C.** In the event of loss, the value of Covered Property will be determined at the time of the loss.

FIRE LEGAL LIABILITY COVERAGE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The following is added to the LEASED PREMISES PROPERTY COVERAGE FORM, A. COVERAGE, 5. Additional Coverages:

f. Fire Legal Liability Coverage

A. Coverage

We will pay those sums that you, or others, become legally obligated to pay as damages because of direct physical loss of or damage, including loss of use, to Covered Property at a scheduled premises caused by accident and arising out of any Covered Cause of Loss. We will have the right and duty to defend any "suit" seeking those damages. However, we have no duty to defend you against a "suit" seeking damages for direct physical loss or damage to which this insurance does not apply. We may investigate and settle any claim or "suit" at our discretion. But:

- (1) The amount we will pay for damages is limited as described in Section C. Limits of Insurance: and
- (2) Our right and duty to defend end when we have used up the Limit of Insurance in the payment of judgments or settlements.

1. Covered Property And Limitations

Covered Property, as used in this endorsement, means tangible property of others in your care, custody or control at a scheduled premises on the Designation Of Premises Schedule.

2. Covered Causes Of Loss

Fire, Smoke, and/or Explosion.

3. Additional Coverage

SUPPLEMENTARY PAYMENTS

We will pay, with respect to any claim or any "suit" against you we defend:

- a. All expenses we incur.
- **b.** The cost of bonds to release attachments, but only for bond amounts

within our Limit of Insurance. We do not have to furnish these bonds.

- c. All reasonable expenses incurred by you at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- d. All costs taxed against you in the "suit".
- e. Prejudgment interest awarded against you on that part of the judgment we pay. If we make an offer to pay the Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

B. Exclusions And Limitations

Any cause of loss other than Fire, Smoke, or Explosion.

C. Limits Of Insurance

The most we will pay in damages in any one occurrence is the applicable Limit of Insurance shown on the Leased Premises Property Coverage Declarations.

The existence of one or more Additional Insureds does not increase the Limit of Insurance.

EARTHQUAKE, VOLCANIC ERUPTION OR LANDSLIDE EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The following is added to the LEASED PREMISES PROPERTY COVERAGE FORM, B. EXCLUSIONS, paragraph 1. and is therefore not a Covered Cause of Loss under A. COVERAGE, 4. Covered Causes of Loss:

EARTHQUAKE, VOLCANIC ERUPTION OR LANDSLIDE

We will not pay for loss or damage:

- a. Caused directly or indirectly by Earthquake, Volcanic Eruption or Landslide regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage; or
- b. Caused by rain, snow, sand, dust, dirt, mud, soil or sludge, whether driven by wind or not, if that loss or damage would not have occurred but for the Earthquake, Volcanic Eruption or Landslide.

c. Caused by collapse of buildings or any part thereof, whether driven by wind or not, if that loss or damage would not have occurred but for the Earthquake, Volcanic Eruption or Landslide.

But if an Earthquake, Volcanic Eruption or Landslide results in a cause of loss other than:

- collapse of building(s) or any part thereof, or,
- rain, snow, sand or dust, whether driven by wind or not

and that resulting cause of loss is a Covered Cause of Loss, we will pay for the physical loss or damage to covered property caused by such Covered Cause of Loss.

CONTINUOUS POLICY ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMON POLICY CONDITIONS, A. Cancellation, paragraph 5. is deleted in its entirety and replaced with the following:

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, or the first Named Insured cancels, the refund will be pro rata. The cancellation will be effective even if we have not made or offered a refund.

COMMON POLICY CONDITIONS, B. Changes is deleted in its entirety and replaced with the following:

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

If we adopt any revision of forms or endorsements during a policy period which would broaden coverage under this policy without additional premium, the broadened coverage will automatically apply to this policy.

This policy is issued on a continuous basis (with no specified expiration date) and will be reviewed at each anniversary of the inception date for any changes in rates, rules and forms which are authorized for use on this policy in accordance with our manual rules in effect at the time. If the change in forms or endorsements reduces coverage or limits, we must notify you as provided under the Cancellation terms contained in the COMMON **POLICY** CONDITIONS.

COMMON POLICY CONDITIONS, E. Premiums is deleted in its entirety and replaced with the following:

The first Named Insured shown in the Declarations:

- Is responsible for the payment of all premiums that are due each reporting period based on the rates in effect at that time: and
- 2. Will be the payee for any return premiums we pay: and
- 3. This policy is issued without a specified expiration date, it may be continued by payment of the required premium at each anniversary of the inception date as specified in our billing to the insured. Premium is subject to adjustment on the basis of the rates in effect at that time.

COMMERCIAL INLAND MARINE CONDITIONS. LOSS CONDITIONS, C. Duties In The Event of Loss, paragraph 1. is deleted in its entirety and replaced with the following:

1. Notify the police if a law may have been broken. A Police or Sheriff's Department report must accompany any claim submitted for Burglary or Holdup.

COMMERCIAL INLAND MARINE CONDITIONS, GENERAL CONDITIONS, E. Policy Period, Coverage Territory is deleted in its entirety and replaced with the following:

We cover loss or damage commencing:

- With the effective date shown in the COMMERCIAL INLAND **MARINE** COVERAGE PART DECLARATIONS until the policy is cancelled or terminated pursuant to the terms and conditions of the policy; and
- Within the coverage territory. 2.

VALUE REPORTING FORM, Form IH 99 08 is amended by deletion of the phrase "and at expiration," throughout and replaced throughout with "and at policy cancellation or termination."

WINDSTORM, TORNADO, HURRICANE OR HAIL EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The following is added to the LEASED PREMISES PROPERTY COVERAGE FORM, B. EXCLUSIONS, paragraph 1. and is therefore not a Covered Cause of Loss under A. COVERAGE, 4. Covered Causes of Loss:

WINDSTORM, TORNADO, HURRICANE OR HAIL

We will not pay for loss or damage:

- a. Caused directly or indirectly by Windstorm, Tornado, Hurricane or Hail, regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage; or
- b. Caused by rain, snow, sand, dust, dirt, mud, soil or sludge, whether driven by wind or not, if that loss or damage would not have occurred but for the Windstorm, Tornado, Hurricane or Hail.

c. Caused by collapse of buildings or any part thereof, whether driven by wind or not, if that loss or damage would not have occurred but for the Windstorm, Tornado, Hurricane or Hail.

But if Windstorm, Tornado, Hurricane or Hail results in a cause of loss other than:

- collapse of building(s) or any part thereof, or,
- rain, snow, sand or dust, whether driven by wind or not

and that resulting cause of loss is a Covered Cause of Loss, we will pay for the physical loss or damage to covered property caused by such Covered Cause of Loss.

Insurance Company

Company Tracking Number: 08-0782-AR1

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: 08-0782-AR1

Project Name/Number: Independent Forms/08-0782-AR1

Rate Information

Rate data does NOT apply to filing.

Insurance Company

Company Tracking Number: 08-0782-AR1

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: 08-0782-AR1

Project Name/Number: Independent Forms/08-0782-AR1

Supporting Document Schedules

Review Status:

Satisfied -Name: Uniform Transmittal Document- Approved 09/30/2008

Property & Casualty

Comments:

Attachment:

ARFPCTDF-1.pdf

Review Status:

Satisfied -Name: Dec Pages and Policy Jacket Approved 09/30/2008

Comments:

Submitted as informational for your files.

Attachments:

PIM DS 02 Common Policy Declarations - Commercial Inland M....pdf

CPD3 Designation of Premises Schedule.pdf

PIM DS 85 Leased Premises Property Coverage Declarations.pdf

CPJ CM Commercial Inland Marine Policy jacket.pdf

Property & Casualty Transmittal Document

1.	1. Reserved for Insurance Department Use only a. Date the filing is received:						
			Analy:				
			c. Disposition:d. Date of disposition of the filing:				
					illing:		
		e. I	e. Effective date of filing: New Business				
				ewal Business			
		f. S		Filing #:			
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				et Codes			
3.	Group Name			'		Group NAIC #	
J.	The PMA Insurance Group					767	
4.	Company Name(s)		I	Domicile	NAIC#	FEIN#	
	Pennsylvania Manufacturers'	Association		PA	12262	23-1642962	
	Insurance Company						
5.	Company Tracking Number	r	08-0	782-AR1			
Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]							
Con	tact Info of Filer(s) or Corpo	orate Office	r(s) [i	include toll-free num	ber]		
Con 6.	Name and address	Title		Telephone #s	FAX#	e-mail	
	Name and address Sharon E. Ellison	Title Sr. Regulato		Telephone #s 800-222-2749	-	e-mail sharon_ellison@pmag	
	Name and address Sharon E. Ellison 380 Sentry Parkway	Title		Telephone #s	FAX#		
	Name and address Sharon E. Ellison 380 Sentry Parkway P. O. Box 3031	Title Sr. Regulato		Telephone #s 800-222-2749	FAX#	sharon_ellison@pmag	
	Name and address Sharon E. Ellison 380 Sentry Parkway	Title Sr. Regulato		Telephone #s 800-222-2749	FAX#	sharon_ellison@pmag	
6.	Name and address Sharon E. Ellison 380 Sentry Parkway P. O. Box 3031 Blue Bell, PA 19422	Title Sr. Regulato Analyst		Telephone #s 800-222-2749	FAX#	sharon_ellison@pmag	
6.7.	Name and address Sharon E. Ellison 380 Sentry Parkway P. O. Box 3031 Blue Bell, PA 19422 Signature of authorized file	Title Sr. Regulato Analyst		Telephone #s 800-222-2749 x 5356	FAX # 610-397-5100	sharon_ellison@pmag	
7. 8.	Name and address Sharon E. Ellison 380 Sentry Parkway P. 0. Box 3031 Blue Bell, PA 19422 Signature of authorized file Please print name of authorized	Title Sr. Regulato Analyst er orized filer	ry	Telephone #s 800-222-2749 x 5356 Sharon E. Elliso	FAX # 610-397-5100	sharon_ellison@pmag	
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PC TD-1 pg 1 of 3

Property & Casualty Transmittal Document---

15.	Reference Filing?	☐ Yes ☐ No
16.	Reference Organization (if applicable)	n/a
17.	Reference Organization # & Title	n/a
18.	Company's Date of Filing	September 29, 2008
19.	Status of filing in domicile	☐ Not Filed ☐ Pending ☐ Authorized ☐ Disapproved
20.	This filing transmittal is part of Company	Tracking # 08-0782-AR1
21.	Filing Description [This area can be used in li	eu of a cover letter or filing memorandum and is free-form text]

The PMA Insurance Group is filing new independent forms that were developed to meet the interests of the owners of self-storage facilities. Please see the attached filing memorandum for additional details. The corresponding rules are filed as a Drawer filing under company filing number 08-0782-AR1b.

We intend to be bound by the governing procedures of your state and we wish to implement on the date listed below.

This filing was applicable to all policies effective on or after November 1, 2008.

22. Filing Fees (Filer must provide check # and fee amount if applicable)

[If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #: EFT
Amount: \$50.00

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

***Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms) (Do <u>not</u> refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	08-0782-AR1
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	08-0782-AR1b

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Continuous Policy Endorsement	PIM 85 07 09 08	[X] New [] Replacement [] Withdrawn		
02	Earthquake, Volcanic Eruption or Landslide Exclusion	PIM 85 06 09 08	[X] New [] Replacement [] Withdrawn		
03	Windstorm, Tornado, Hurricane of Hail Exclusion	PIM 85 05 09 08	[X] New [] Replacement [] Withdrawn		
04	Fire Legal Liability Coverage Endorsement	PIM 85 04 09 08	[X] New [] Replacement [] Withdrawn		
05	Replacement Cost Settlement Endorsement	PIM 85 03 09 08	[X] New [] Replacement [] Withdrawn		
06	Burglary or Holdup Reduced Plan Endorsement	PIM 85 02 09 08	[X] New [] Replacement [] Withdrawn		
07	Rodent Damage Coverage Endorsement	PIM 85 01 09 08	[X] New [] Replacement [] Withdrawn		
08	Leased Premises Property Coverage Form	PIM 00 85 09 08	[X] New [] Replacement [] Withdrawn		
09	Amendatory Changes	PIL 02 12 08 04	[X] New [] Replacement [] Withdrawn		
10	Value Reporting Form	IH 99 08 07 99	[X] New [] Replacement [] Withdrawn		

PC FFS-1

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COMMON POLICY DECLARATIONS COMMERCIAL INLAND MARINE

[Pennsylvania Manufacturers' Association Insurance Company]

			POLICY NO.:	
NAMED INSURED			PRODUCER'S NAME	_
<u></u>				_
POLICY PERIOD: EFFECTIVE:	EXPIRATION:	Continued Unt	il Cancelled or Terminated	
12:01 A.M. Standard Time at your mailing addres	s shown above.			
BUSINESS DESCRIPTION:				
IN RETURN FOR THE PAYMENT OF THE PREMIU PROVIDE THE INSURANCE AS STATED IN THIS I		TO ALL THE TE	RMS OF THIS POLICY, WE AGREE WITH YO	U TO
THIS POLICY CONSISTS OF THE FOLLOWING COSUBJECT TO ADJUSTMENT.	OVERAGE PARTS	FOR WHICH A P	REMIUM IS INDICATED. THIS PREMIUM MA	Y BE
			PREMIUN	Λ
LEASED PREMISES PROPERTY				
			TOTAL	
FORMS APPLICABLE TO ALL COVERAGE PARTS	S:			
SEE SCHEDULE OF ENDORSEMENTS				
COUNTERSIGNED	BY			
(Date)		(Author	ized Representative)	

DESIGNATION OF PREMISES SCHEDULE

POLICY NO.

(SEE APPROPRIATE POLICY PROVISIONS FOR COVERAGES APPLICABLE)

PREM NO.	BLDG NO.	DESIGNATED PREMISES (ADDRESS, CITY, STATE)	OCCUPANCY

LEASED PREMISES PROPERTY COVERAGE DECLARATIONS

DECLARATIONS				
LOCAT	LOCATION OF ALL PREMISES: SEE DESIGNATION OF PREMISES SCHEDULE			
	INSURANCE UNDER THIS COMMERCIAL INLAND COVERAGE PART APPLIES ONLY TO COVERAGES SHOWN IN THIS DECLARATION.			
	<u>LIMITS OF INSURANCE</u>			
A.	PROPERTY IN STORAGE AT A SCHEDULED PREMISES			
	Maximum limit at any one storage unit in any one occurrence	\$		
В.	BUSINESS PERSONAL PROPERTY OF THE NAMED INSURED			
	Maximum limit in any one occurrence		\$1,000	
C.	PROPERTY IN TRANSIT			
	Maximum limit any one occurrence.	\$		
D.	FIRE LEGAL LIABILITY COVERAGE ENDORSEMENT			
	Maximum limit any one occurrence.	\$		

DEDUCTIBLE	
In any one occurrence for each storage unit; property in transit; or business personal property	\$

RATES AND PREMIUMS		
Nonreporting		
Premium	\$	
Reporting		
Deposit Premium	\$	
Minimum Premium	\$	
Reporting Period		
Premium Adjustment Period		
Premium Base		
Annual Rate	per	· \$100



Commercial Inland Marine Policy

In Witness Wherenf, the COMPANY has caused this policy to be signed by its President, or a Vice-President and Secretary, at Blue Bell, PA. Stephen L. Kill [Vincent J. Donnelly Secretary] CPJ CM 09 08